

CAPITAL SMALL FINANCE BANK LIMITED

(H.O. : MIDAS Corporate Park, 3rd Floor, 37, G.T. Road, Jalandhar)

AGREEMENT FOR PERSONAL LOAN

This agreement executed on _____ day of _____, 20____ between Mr./Ms. _____ s/o w/o d/o _____ r/o _____ hereinafter called "the borrower", which expression shall unless repugnant to the context or meaning thereof shall include his/her respective heirs, executors/administrators and assigns of the First Part and Capital Small Finance Bank Ltd., a body corporate having its Head Office at Jalandhar and amongst other places a branch at _____ (hereinafter referred to as "The Bank" which expression shall unless repugnant to the context or meaning thereof be deemed to include its successors and assigns of the Other Part.

WHEREAS the borrower has requested the Bank to grant a term loan of ₹ _____ hereinafter called "loan" vide his application dated _____ for meeting his/her personal/domestic needs

AND WHEREAS the bank has agreed to grant/granted the Term Loan by way of "Loan" to the borrower subject to the terms and conditions as mentioned herein below.

Now this agreement witnesseth as under.

1. The request for the grant of loan by the borrower vide his/her application dated _____ and the subsequent correspondence shall be deemed to constitute the basis of this agreement and loan granted/ to be granted by the Bank to the borrower. The borrower expressly agrees and undertakes to notify the Bank in writing of any change in circumstances or of any of the particulars set forth in his application immediately after the occurrence thereof.
 2. The Borrower agrees to pay interest at% spread over the prevailing Base Rate/MCLR (presently being %) of the Bank i.e. _____% per annum with monthly rests (the "Applicable Fixed/Floating Interest Rate"), as and when due / leviable whether debited or not in the Loan account, other expenses, applicable interest tax and incidental charges, etc. as applicable from time to time. The interest shall be calculated on daily balance basis due to the Bank and shall be charged monthly so long as the amount due is not repaid in its entirety and shall form part of the principal and carry interest at the Applicable Interest Rate.
 3. The Base Rate/MCLR and/or the spread are subject to changes made by the Bank/RBI from time to time and interest at the revised rate shall accordingly be charged from time to time in the Loan account.
 4. The Borrower agrees to pay additional interest at _____% p.a. with agreed rests in case of default in
 - a) Payment of interest and/or any installment on the due dates, on the amount in default from the date of default; or
 - b) Furnishing information as prescribed/called for by the Bank; or
 - c) Non-compliance of any other terms & conditions of the agreement/sanction letter.
- 4A. Besides the above, the Bank shall have the option to recall the entire outstanding and the

5. (i) The Borrower agrees that the amount of the Loan together with interest will be paid by him regularly in _____ number of Equated Monthly Installments (the "EMI") of ₹_____ (Rupees_____) comprising of principal and interest and the first EMI shall become due for payment commencing on_____.The amount of EMI shall be subject to change in accordance with the change/revision in the Applicable Interest Rate to be charged in the Loan account, in which event, the borrower shall _____ exercise one of the following options for repayment of the Loan :
- a) To pay increased amount of EMI.
 - b) To continue to pay the existing amounts of EMI with the condition that the balance outstanding in the Loan account would be paid in one go with last EMI of the originally applicable repayment tenure.
 - c) To prolong the repayment period.
- (ii) In case no option is exercised by the borrower on account of change in the Applicable Interest Rate affecting the EMI, the option as given at (c) above will be deemed to have been exercised by the borrower
6. (i) The Borrower irrevocably authorizes the Bank to recover the amount of EMI and other charges from his SF/CA/OD Account no._____ maintained at the Bank's BO: _____ until the Loan is fully repaid and adjusted. The Borrower further undertakes to keep sufficient balance in his said account for recovery of the EMI by the Bank.
- (ii) The Borrower agrees to authorize his employer to remit his salary to the Bank's BO _____ for crediting to his above account.
- (iii) The Borrower hereby deposits post-dated cheques to facilitate the due payment of the EMIs of the Loan.
- (iv) The Borrower is willing to make the payment of EMIs of the Loan, through participation in electronic Clearing Service (ECS) of National Clearing Cell of RBI and authorizes the Bank to raise the debits against the EMIs from his SF/CA/OD Account No._____ maintained at BO: _____ of _____ Bank (Give name and address of the Bank) through ECS for repayment of the Loan and understands that in the event of the Bank not realizing payment from ECS for any reason whatsoever, the Borrower shall pay the EMI to the Bank by cash or cheque along with the interest for the delayed period.
- The Borrower has given the necessary mandate/will comply with the procedural requirements for participation in ECS and also bear any service charges/fees as prescribed by Bank/RBI from time to time.
7. (A) The Bank shall be entitled at its option to recall the entire outstanding together with interest and other charges in the following cases:-
- a) In case the Borrower defaults in payment of any installment or interest;
 - b) In case the Borrower fails to create the security as undertaken within the period prescribed of such extended period as the Bank may allow;

- c) In case the Borrower contravenes any of the terms and conditions of the Facility, agreement and/or of the sanction letter;
 - d) In such other cases/circumstances as the Bank may deem fit and proper.
- B) In event of the Bank exercising its power to recall as aforesaid, the Borrower undertakes that irrespective of the period for which the Loan/Limit is made, the Borrower shall pay to the Bank immediately, after demand whereby the recall is made, the balance then outstanding in the Loan/Limit account together with interest and all other charges due there under. In case the borrower fails to pay the Loan/Limit amount, the Bank would also be at its sole discretion be entitled to without assigning any reason whatsoever and shall initiate the legal proceeding against the borrower for recovery of the entire outstanding amount.
8. The Borrower agrees to pay the pre-payment/ pre-closure charges as per bank norms prescribed from time to time.
 9. Notwithstanding the above, in case the Borrower fails to pay any three EMIs (not necessarily consecutive) or otherwise for any reason whatsoever, it shall be lawful for the Bank to recall by a demand in writing the entire outstanding amount in the Loan account and the Borrower shall pay the same notwithstanding the period of EMIs fixed as aforesaid.
 10. If there is any default in payment of any one of such installments on due date, violation in terms and condition of sanction and the scheme under which the borrower is financed, the agreement to receive payment by installment shall stand determined on the part of the Bank and the bank shall be at liberty to demand payment/recall the entire loan and the borrower shall be bound and liable to pay forthwith on such demand the balance amount due to the bank. Notwithstanding what is stated above, the Bank would also be at its sole discretion be entitled to determine this agreement without assigning any reason whatsoever and shall initiate the legal proceeding against the borrower for recovery of the entire outstanding amount.
 11. The Bank shall also be entitled to charge at its own discretion such enhanced rates of interest on the account as the Bank deems it necessary and charging of such enhanced rate of interest shall be without prejudice to the Bank's other rights and remedies.
 12. It is agreed between the party that the Bank shall also be entitled to transfer the loan account to any of the Branches of the Bank after giving due notice to the Borrower. The Bank at its sole discretion may transfer the loan account at any other branch, at any other place at the request of the borrower.
 13. Any notice or communication or demand by the Bank in writing to the borrower under this agreement or any security documents shall be deemed to have been duly given to the Borrower by sending the same by post addressed to the borrower at the address notified by the borrower and such notice or communication or demand shall be deemed to have been received by the borrower four days after the day of posting thereof and shall be sufficient if signed by any officer of the Bank and in proving such service it shall be sufficient if it is established that the envelope containing such notice, communication or demand was properly addressed and put into post office.
 14. The borrower shall bear and pay all costs, charges and legal expenses including stamp duty registration and other charges payable in respect of this agreement and also in respect of other security documents to be executed between the parties or singularly by either party hereto as stipulated in this agreement and if any penalty or charges are paid or become payable by the Bank, the borrower shall pay to the bank the amount and interest thereon at the rate aforesaid forthwith on demand by the Bank.

15. The Borrower hereby consents that in case he commits default in repayment of the Loan, the Bank/RBI can disclose his name in such manner and through such medium, as they deem fit. The Borrower further consents for disclosure of his name by the Bank to any credit information company, as deemed fit.
16. a) The Borrower hereby agrees as a pre-condition of the Loan / Facility given to the Borrower by the Bank that in case the Borrower commits default in the repayment of the Loan / Facility or in the repayment of interest thereon or any of the agreed installments of the Loan on due dates, the Bank and/or the Reserve Bank of India will have an unqualified right to disclose or publish the Borrower's name or the name of the Borrower's company/firm/unit and its directors/partners/ proprietors as defaulter in such manner and through such medium as the Bank or RBI in their absolute discretion may think fit
- b) The borrower understands that as a pre-condition, relating to grant of the Loan/Facility to the Borrower, the Bank, requires the Borrower's consent for the disclosure by the Bank of information and data relating to the Borrower, of the Loan/Facility availed of/to be availed, by the Borrower, obligations assumed/to be assumed, by the Borrower, in relation thereto and default, if any, committed by the Borrower, in discharge thereof.
- c) Accordingly, the Borrower hereby agrees and gives consent for the disclosure by the Bank of all or any such –
Information and data relating to the Borrower;
Information or data relating to any loan / credit facility availed of/to be availed, by the Borrower, and
Default, if any, committed by the Borrower, in discharge of the Borrower's such obligation, as the Bank may deem appropriate and necessary, to disclose and furnish to the Credit Information Bureau (India) Ltd. and/or any other agency authorized in this behalf by RBI.
- d) The Borrower declares that the information and data furnished by the Borrower to the Bank are true and correct.
- e) The Borrower agrees that –
- (i) The Credit Information Bureau (India) Ltd. and / or any other agency so authorized may use/process the said information and data disclosed by the Bank in the manner as deemed fit by them; and
- (ii) The Credit Information Bureau (India) Ltd. and/or any other agency so authorized may furnish for consideration, the processed information and data or products thereof prepared by them, to banks/financial institutions and other credit grantors or registered users, as may be specified by the Reserve Bank of India in this behalf.

In case the legal proceedings are initiated by the Bank on account of default by the borrower, all dues together with cost, charges and expenses incurred on the same, shall be debited to the loan account of the borrower(s) and shall be recoverable/payable as a part of the principal amount.

17. In case of any dispute between the bank and all or any one or more of the parties, guarantor or and such other person(s) connected with the agreement, regarding the interpretation or meaning of any of the terms of this agreement, or any nature of differences, disputes, rights, claims, recovery and obligation or their enforcement or performance or to enforce payment of money secured by a mortgage or otherwise charged upon immovable property covered by this agreement or touching this agreement directly or indirectly, however, remotely it may be, including the disputes or breach,

violating, contravening any condition or term of this agreement, assessment of damages, compensation, interest, additional interest prior to reference, pendentelite and future interest, for such breach violation or contravention, termination, determination of the agreement/contract, also covering disputes or matter(s) relating to section 13(10), 17 to 18, 18B to 19 in chapter III of the Securitisation and Reconstruction of Financial Assets and Enforcement of Security Interest Act 2002, as amended by the Enforcement of Security Interest and Recovery of Debts Laws(Amendment) Act 2012 (1 of 2013) read with the corresponding Rules under the Security Interest (Enforcement) Rules, 2002 as amended from time to time, and all other matter(s) shall be referred by either party to this agreement, promissory note, agreements and guarantee deed to the sole Arbitration, by any one of the arbitrators on the named Panel of Arbitrators herein below at the option of the party raising the dispute or difference referred to above. In the event of appointed Arbitrator's inability, incapacity, death or refusal to act, the vacancy shall be filled from amongst the remaining Arbitrators named in the Panel of the Arbitrators at the option of the party raising the matter in difference. The reference shall not be determined by the death of the borrower(s)/guarantor(s) or on the winding up of the Bank and this shall be deemed to be agreement of arbitration between the Legal Representatives, heirs liquidators, administrators & the like.

PANEL OF ARBITRATORS

1. _____
2. _____
3. _____
4. _____

The jurisdiction of Courts, Consumer Forums, Rent Controllers under the EPURR Act, Rent Authorities under the Punjab Rent Act 1995, as amended by 2014 Act, Tribunals(Including Debt Recovery Tribunals) and their appellate authorities, other than the jurisdiction exclusively and specifically exercisable by the concerned, authorized officer of the creditor or Chief Metropolitan Magistrate or District magistrate, under section 13(1) to 13(9) & 13(11) to 13(13) to section 16 of the Securitisation and Reconstruction of Financial Assets and Enforcement of Security Interest Act,2002 as amended by the Enforcement of Security Interest and Recovery of Debts Laws(Amendment) Act 2012(1 of 2013) read with the corresponding Rules under The Security Interest(Enforcement) Rules, 2002 as amended from time to time, are ousted in the light of the above arbitration clause.

It is clarified that all matter(s) coming within the ambit of section 13(1) to 13(9) & 13(11) to 13(13) to section 16 in chapter III of the Securitisation and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 as amended by the Enforcement of Security Interest and Recovery of Debts laws (Amendment) Act 2012 (1 of 2013) read with the corresponding Rules under the Security Interest (Enforcement) Rules, 2002 as amended from time to time, exclusively and specifically exercisable by the concerned, authorized officer of the creditor or Chief Metropolitan Magistrate or District Magistrate, as the case may be, are not covered by the above arbitration clause and cannot be referred to arbitration.

The party raising dispute shall give 15 days notice of their intention to make the reference to the other party or parties addressed to his/her/their usual place of business or residence or at his/her/their last notified address and the notice by post or courier or e-mail/SMS etc shall be deemed to have been served when sent on such address(s). On the expiry of said period of 15 days,

the party giving the notice shall also be entitled to make a reference to arbitrator and it will not be necessary to make a joint submission of reference to arbitration, which reference shall not be objected to by other party as being unilateral, Arbitrator's decision by way of award and can also make award of selling the mortgage property to enforce payment of money secured against such mortgage or otherwise charged upon immovable property under mortgage , shall be final and binding and shall not be challenged in any court of law. The proceeding before the Arbitrator and all arbitral matters shall be followed as per the existing and then prevailing arbitration law or its substituted arbitration law as amended from time to time, with place of Arbitration at Jalandhar City.

IN WITNESS WHEREOF the party hereto have executed these presents the day month and year as stated above.

Borrower(s) Signature

Address : _____

Bank

Place :